

This Indenture made this 4th. day of Sept. in the year of our Lord one thousand eight hundred and eighty three between Samuel L. Johnson and Rebecca C. Johnson his wife of Black Jack in the County of Douglas and State of Kansas of the first part and William H. Roth of Harmony in the County of Butler and State of Penna of the second part witnesseth That the said parties of the first part for and in consideration of the sum of One Thousand (\$1000" Dollars to them duly paid the receipt of which is hereby acknowledged has sold and by these presents does grant bargain sell and mortgage to the said party of the second part his heirs and assigns forever all that tract or parcel of land situate in the County of _____ and State of Kansas described as follows to wit

East forty four & sixty six hundredths (44 $\frac{2}{3}$ Acres of the South half and East thirty four & sixty six hundredths (34 $\frac{2}{3}$ Acres of the North half of the South East Quarter of Section four (4. Township fifteen (15 Range twenty one (21 Containing Eighty acres more or less with the appurtenances and all the estate title and interest of the said parties of the first part therein

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand (\$1000" Dollars according to the terms of a certain note of even date

And this conveyance shall be void if such payment be made as is herein specified But if default be made in said payment or any part thereof as provided then this conveyance shall become absolute and it shall be lawful for said party of the second part her executors administrators and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law and out of all the moneys arising from such sale to retain the amount then due of or principal and interest and also for statutory damages in case of protest together with the costs and charges of making such sale and Ten per cent on the amount secured by this mortgage as a reasonable attorneys fee for foreclosure hereof and the overplus if any there be shall be paid by the party making such sale to the said Samuel L. Johnson & Rebecca C. Johnson their heirs or assigns and for the said consideration the said party of the first part hereby waive appraisal of said real estate

In Witness Whereof The said parties of the first part has hereunto set their hands and seals the day and year last above written

Signed Sealed and Delivered in the Presence of Samuel L. Johnson } Seal
S. A. Stonebraker Rebecca C. Johnson } Seal

The following is indorse on the original instrument
Filed 33rd 1888 Ord. inst. in full of the principal and interest - clear on within mortgage
having been made to me. I do sever and mortgage subject of the same
William H. Roth

Recorded May 16th 1888

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